

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

**RE: PROFESSIONAL SERVICES AGREEMENT)
BETWEEN LEWIS COUNTY AND)
DOUGLAS EDISON)**

RESOLUTION NO. 03 - 486

WHEREAS, the Board of County Commissioners has reviewed a professional services agreement between Lewis County and Douglas Edison d.b.a. RHO International for providing professional services assisting the county in the transitional management of the Lewis County Community Development Department; and,

WHEREAS, a scope of work is included in the agreement as Appendix "A" and compensation for said services is included for said scope of work; and

WHEREAS, the agreement anticipates that the contracted work will be performed for a cost not to exceed \$6,000.00; and

WHEREAS, the agreement in Appendix "A" establishes the period of work to commence January 1, 2004 continuing on an "as needed" basis to facilitate the introduction of and transition to the administration of a new Department Director and to conduct an employees' training seminar; and


WHEREAS, it appears to be in the best public interest to authorize the execution of said Agreement for Lewis County; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the Agreement contained herein and authorizes the Chief Administrative Officer to sign the same.

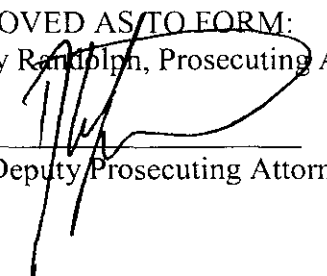
DONE IN OPEN SESSION this 22nd day of December, 2003.

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

ATTEST:

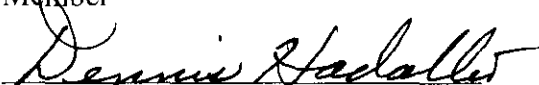

Clerk of the Board, Karisa Duffey

APPROVED AS TO FORM:
Jeremy Randolph, Prosecuting Attorney


By: Deputy Prosecuting Attorney


Chairman


Member


Member

Appendix A

ATTACHMENT TO RESOLUTION 03 - 489 PROFESSIONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY AND DOUGLAS EDISON d.b.a. RHO INTERNATIONAL.

CONSULTING SERVICES AGREEMENT

This agreement is made between Lewis County (Client) and Douglas Edison, d.b.a. RHO International, (Consultant) under the terms and for the purposes set forth below.

Scope

Consultant shall provide advice and assistance to Client on an 'as-needed' basis. The principal activity shall be to provide temporary management assistance to the Department of Community Development and, upon the arrival of a newly appointed Director of the Department of Community Development, transition support and training for said Director. Additionally, Consultant shall plan and conduct an employee training/team building seminar at a time and place to be determined with the Director. Other support activities may be assigned related to the work of the Department of Community Development at the discretion of the Director.

Term

This is an open-ended agreement. Client is not obligated to engage Consultant's time except as needed, and this agreement provides no guarantee of business. Consultant shall be available to Client in as timely a matter as possible given other clients' work schedules; EXCEPT that Client and Consultant may by letter of agreement commit Consultant to specific days and/or term, whereupon Consultant shall in good faith endeavor to prioritize this Client's work schedule over all other client's work schedules. Client may disengage Consultant at any time, subject only to any additional conditions or agreements that may be made regarding some particular project, and payment of fees earned.

Employment Status

Consultant warrants that he is registered as a sole proprietorship under the laws of the State of Washington (UBI # 601 669 854.) Consultant's services shall be furnished as an independent contractor and nothing contained herein or in this contract shall be construed to create a relationship of employer-employee or master-servant, but all payments made thereunder and all services performed shall be made and performed, pursuant to this contract, by the Consultant as an independent contractor. The Consultant acknowledges that the entire compensation for any work request shall be as specified herein, and the Consultant, its agents, officers, employees or subcontractors, are not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees. Consultant will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this agreement.

Compensation

Client shall compensate Consultant at the rate of \$150.00 per hour upon the submittal of a monthly invoice. Consultant shall also be entitled to reimbursement for out-of-pocket expenses that directly relate to the work performed, such as office supplies and long distance telephone charges. Automobile expense shall be reimbursed at the rate established by Client, as a municipal corporation.

Invoices shall be payable immediately upon receipt and delinquent after 30 days. Delinquent payments shall incur a monthly administrative fee of 1.5% of the outstanding balance.

For Client:

Connie Roberts
date: _____

For Douglas Edison/RHO International:

[Signature]
date: _____